

# **EXHIBIT B**

June 25, 2020

***Via Overnight mail***

BlueWorks Corporation d/b/a blueworkspool.com  
c/o Haoqi Sun  
12245 Nations Ford Road, Suite 501,  
Pineville, NC 28134

BlueWorks Corporation d/b/a blueworkspool.com  
c/o Haoqi Sun  
303 Albemarle Street,  
Lexington, NC 27292

**Re: *False Advertising, False Designation of Origin, False  
Association and Trademark Infringement***

Dear Haogi Sun,

As you know, we represent Hayward Industries, Inc., in connection with its intellectual property matters. On May 12, 2020, Hayward sent BlueWorks a cease and desist letter outlining BlueWorks' violations of Hayward's trademark rights. The letter was delivered at both locations on May 13 and signed for by you and G. Gilbert.

In that cease and desist letter, Hayward asked that BlueWorks respond by Friday, May 22. BlueWorks did not respond by then or at any time since, and, as Hayward has confirmed, the infringement is continuing. Hayward continues to suffer harm from BlueWorks' actions. Accordingly, Hayward reiterates its demands stated in that May 12th letter.

Given that May 12th notice of infringement and this second warning, BlueWorks' continuing infringement constitutes intentional, willful, and bad faith conduct that will entitle Hayward to recover from BlueWorks its legal fees and multiple damages should this matter proceed to litigation.

Although Hayward prefers to resolve this matter through a business resolution, this will be Hayward's last warning. Thus, if we do not hear from

you by close of business on Thursday, July 2, 2020, we will be forced to file and serve a complaint in United States District for the District of New Jersey asserting claims under the Lanham Act, as well as under other federal, state, and common laws.

To avoid litigation, please contact me by July 2 with written assurances that BlueWorks will (1) abandon and cease any and all advertising and promotion of its products that use the HAYWARD marks; (2) stop selling the infringing and unauthorized products; (3) removes any statement or representation that falsely designates or describes the BlueWorks' salt cells as authorized, certified, or sponsored by, or associated with, Hayward or that is likely to confuse consumers as to the source, affiliation, or sponsorship of such salt cells; (4) notifies all customers that these products are in no way related, comparable, or compatible to any HAYWARD product; (5); issues a recall notice to all purchasers of the BlueWorks' salt cell that advertise with the Hayward Marks in the United States and offering a full refund to any customers who purchased the cells; (6) compensates Hayward for past infringement; and (7) pays Hayward's attorneys' fees to date.

Sincerely,

Erik Paul Belt

cc. Steven Halpern, Esq.  
Anne E. Shannon, Esq.

ORIGIN ID: LWMMA (617) 449-6500 ANNE E. SHANNON MCCARTHER & ENGLISH LLP 265 FRANKLIN STREET BOSTON, MA 02110 UNITED STATES US		SHIP DATE: 25 JUN 20 ACTWGT: 1.00 LB CAD: 290191448/MSX3400
TO <b>HAOQI SUN</b> <b>BLUEWORKS CORPORATION</b> <b>303 ALBEMARLE ST</b> <b>LEXINGTON NC 27292</b> (617) 449-6632 INV: REF: 095964 01914 05948 PO: DEPT:		BILL SENDER
		
		
REL# 3785346		
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